
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

024-M-APHIS-03

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

03/17/2003

6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE: 126395

USDA, APHIS, MRPBS, ASD, Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 11:00 A.M. local time on APRIL 8, 2003.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:

Robert J. Crowther

B. TELEPHONE NO.

(Include Area Code)

(NO COLLECT CALLS)

612/336-3205

C. E-MAIL ADDRESS

bob.crowther@aphis.usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA

FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

11. TABLE OF CONTENTS

X SEC	DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
-----------------------------	-----------------------------	-----------------------------	-------------------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (2 Copies unless otherwise specified)		ITEM 12
24. ADMINISTERED BY CODE (If other than Item 7)	25. PAYMENT WILL BE MADE BY CODE USDA, APHIS, MRPBS, ASD, Payments Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403	
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

TABLE OF CONTENTS	PAGE
SOLICITATION, OFFER AND AWARD	1
PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 PRICING SHEET - Jersey City/Hoboken, New Jersey . . .	4
B.2 WORK ORDER - ASIAN LONGHORN BEETLE CONTROL TREATMENT .	5
PROGRAM	
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	6
SECTION D - PACKAGING AND MARKING	24
SECTION E - INSPECTION AND ACCEPTANCE	25
E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE	25
(AUG 1996)	
SECTION F - DELIVERIES OR PERFORMANCE	26
F.1 52.242-15 STOP-WORK ORDER (AUG 1989)	26
F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)	27
F.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988) . . .	27
SECTION G - CONTRACT ADMINISTRATION DATA	28
G.1 APPOINTMENT OF A CONTRACTING OFFICER'S REPRESENTATIVE A	28
SECTION H - SPECIAL CONTRACT REQUIREMENTS	30
H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996) . . .	30
H.2 AGAR 452.236-73 ARCHEOLOGICAL OR HISTORIC SITES . . .	30
(FEB 1988)	
H.3 AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, . .	30
AND POLLUTION (NOV 1996)	
H.4 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)	30
PART II - CONTRACT CLAUSES	32
SECTION I - CONTRACT CLAUSES	32
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	32
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	33
I.3 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED .	33
(MAY 1989)	
I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR	42
FEDERAL HIRES (MAY 1989)	
I.5 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- . . .	42
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	
I.6 52.236-7 PERMITS AND RESPONSIBILITIES	46
(NOV 1991)	
I.7 52.216-18 ORDERING (OCT 1995)	46
I.8 52.216-19 ORDER LIMITATIONS (OCT 1995)	47
I.9 52.216-21 REQUIREMENTS (OCT 1995)	47
I.10 INSURANCE REQUIREMENTS	48
I.11 MATERIAL SAFETY DATA SHEETS	49
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .	50

TABLE OF CONTENTS		PAGE
SECTION J - LIST OF ATTACHMENTS		50
J.1 LIST OF ATTACHMENTS		50
J.2 AGAR 452.252-70 LIST OF ATTACHMENTS (FEB 1988)		50
PART IV - REPRESENTATIONS AND INSTRUCTIONS		52
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND		52
OTHER STATEMENTS OF OFFERORS		
K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)		52
K.2 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS . . .		53
(APR 2002)		
K.3 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS .		56
(FEB 1999)		
K.4 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) . .		56
K.5 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT .		56
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)		
SECTION L - INSTRUCTIONS, CONDITIONS, AND		58
NOTICES TO OFFERORS		
L.1 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM		58
(DUNS) NUMBER (JUNE 1999)		
L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE		58
ACQUISITION (MAY 2001) Alternate I (OCT 1997)		
L.3 AGAR 452.204-70 INQUIRIES (FEB 1988)		64
L.4 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF .		64
TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)		
L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988) . .		66
SECTION M - EVALUATION FACTORS FOR AWARD		67
M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED		67
BY REFERENCE (FEB 1998)		
M.2 AGAR 452.216-72 EVALUATION QUANTITIES --		67
INDEFINITE DELIVERY CONTRACT (FEB 1988)		
M.3 EVALUATION CRITERIA		67

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PRICING SHEET - Jersey City/Hoboken, New Jersey**

ITEM NO.	DESCRIPTION OF SERVICES	ESTIMATED TOTAL D.B.H.	UNIT OF ISSUE	UNIT PRICE	ESTIMATED TOTAL AMOUNT
1.	Soil Injection Treatments.	6,224	dbh	\$ _____	\$ _____
2.	Trunk Injection Treatments.	1,774	dbh	\$ _____	\$ _____

NOTE: OFFERORS ARE URGED AND EXPECTED TO INSPECT THE TREATMENT AREAS WHERE SERVICES ARE TO BE PERFORMED AND TO SATISFY THEMSELVES REGARDING ALL GENERAL AND LOCAL CONDITIONS THAT MAY AFFECT THE COST OF CONTRACT PERFORMANCE. IN NO EVENT SHALL FAILURE TO VISIT THESE TREATMENT AREAS BE GROUNDS FOR A CLAIM OR PRICE ADJUSTMENT AFTER CONTRACT AWARD.

Refer to Section L for instructions for preparation of technical and business proposals and Section M for evaluation factors for award.

B.4 WORK ORDER – ASIAN LONGHORN BEETLE CONTROL TREATMENT PROGRAM

WORK ORDER NO: _____ DATE AND TIME ISSUED: _____

WORK ORDER COMPLETION DATE: _____.

TREATMENT METHOD: Soil Injection [] Trunk Injection []

TREATMENT ZONES	NUMBER OF HOST TREES	ESTIMATED DBH (+ OR – 20% PER TREATMENT ZONE (INCH)	AVERAGE DBH PER TREATMENT ZONE (INCH)

TOTAL ESTIMATED NO. TREES ON WORK ORDER: _____
ESTIMATED TOTAL DBH ON WORK ORDER: _____ TOTAL AVERAGE DBH: _____

STAGING AREA/MEETING LOCATION: _____

DESCRIPTION OF TREATMENT ZONES (AREAS TO BE TREATED) AND SPECIAL INSTRUCTIONS: _____

NOTE: Attach treatment data sheets with addresses/location of all host trees identified for control treatment this work order and zone maps.

Signature/Date Signed
Contractor's Project Manager or
Authorized Field Supervisor

Telephone No. _____
Fax No. _____

Signature/ Date Signed
USDA, APHIS COR or Authorized
COTR

Telephone No. _____
Fax No. _____

**PERFORMANCE WORK STATEMENT (PWS)
TABLE OF CONTENTS**

- I. Background
- II. Scope of Work
- III. Spring 2003 Control Treatment Goals
- IV. Projected Treatment Summary
- V. Host Trees for Treatment
- VI. Contractor Performance Requirements
- VII. Contractor Quality Control
- VIII. Record Keeping and Reporting
- IX. Timeline for Completion of Work Ordered
- X. Contract Work Hours
- XI. Post Award Preparation
- XII. Contractor Employee Identification Requirements
- XIII. Marking of Vehicles
- XIV. Condition of Equipment
- XV. Notification of the Public Prior to Treatment
- XVI. Treatment Protocol
- XVII. Soil Injection – Approved Formulation, Application Method and Rate of Application
- XVIII. Safeguarding Soil Injection Treatments
- XIX. Trunk Injection With Mauget Capsules
- XX. Safeguarding Mauget Capsules
- XXI. Precautions/Public Relations
- XXII. Contractor Qualification Requirements
- XXIII. Failure to Perform
- XXIV. Contractor Performance Standards
- XXV. USDA Quality Assurance
- XXVI. Contractor Liability
- XXVII. Attachments to Statement of Work/Specifications

I. BACKGROUND

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), in conjunction with the State of New Jersey, is planning a program to apply a systemic insecticide (Imidacloprid), for the control of the Asian Longhorned Beetle (ALB), *Anoplophora glabripennis* (Motschulsky). The program is intended to reduce the potential for damage from this significant pest species. Two methods of chemical treatment will be applied for the control of ALB during the 2003 treatment period – soil injection and trunk injection.

The ALB bores into and kills a variety of tree species including species of maple, elm, ash, horsechestnut, birch, poplar, and willow. This exotic beetle has the potential to spread across the United States and cause extensive loss to ornamental and commercial tree species. As a consequence, the Secretary of Agriculture has declared an emergency, committed resources to eliminate the ALB, and pledged to restore urban forests.

USDA-APHIS prefers to utilize another trunk injection application in 2003 than the Mauget Trunk Injection System. This system will deliver the chemical directly into the tree under pressure. The process would be immediate, thereby eliminating the need to safeguard the trees for the 4 hour period as with the current Mauget system. USDA-APHIS must realize several critical steps before using this new application system operationally this year. This solicitation requests prospective contractors to submit proposals based on the Mauget Trunk Injection System. In the event, testing is completed for the other trunk injection system under consideration and the aforementioned critical steps are finalized, USDA, APHIS *may* choose to change from Mauget Trunk Injection system to the other trunk injection system.

II. SCOPE OF WORK

APHIS anticipates awarding 1 firm, fixed price, requirements contract for ALB chemical injection treatment within the State of New Jersey. The contract will cover the treatment area of Jersey City and Hoboken NJ for the chemical treatment of approximately 1,057 trees. The contract is for delivery of chemical soil injection and trunk injection treatments during 2003. The contract effective period of performance shall be from date of award through September 30, 2003 unless extended in accordance with other terms and conditions specified herein.

III. SPRING 2003 CONTROL TREATMENT GOALS

It is anticipated that treatments of all the host trees identified within this PWS will be applied from May 19 to May 30, 2003. The goal is to maximum efficiency and resources so that all injection treatments are completed by May 30th. Additional applications may be requested on an as needed basis.

IV. PROJECTED TREATMENT SUMMARY

USDA, APHIS anticipates applying chemical treatments to an estimated 1057 (+/- 20 %) trees at an estimated total DBH of 7,998 (+/- 20%) inches, with an average DBH of 7.6 inches. Maps

and descriptions of the contract area are included as an attachment to this work statement. USDA reserves the right to add additional treatment areas as deemed necessary.

In no event shall the failure of the Contractor to visit these treatment areas and consider general and local site conditions prior to submitting their proposal be grounds for a claim or price adjustment after award Refer to NOTE in Part I, Section B, The Schedule on Page 4 of the solicitation (RFP 024-M-APHIS-03).

Region	Soil Injection		Trunk Injection		Total Trees	Total dbh
	Trees	dbh	Trees	dbh		
Jersey City/Hoboken	955	6,224	102	1,774	1,057	7,998

V. HOST TREES FOR TREATMENT

The host trees to be treated under this contract include Elm, Maple, Birch, Willow, Box Elder, Horsechestnut, Buckeye, European Mountain Ash, Hackberry, Ash, Poplar (excluding cottonwood), London Plane Tree, Sycamore and Albizia. USDA reserves the right to add or subtract host trees listed for treatment.

VI. CONTRACTOR PERFORMANCE REQUIREMENTS

1. The Contractor shall provide all personnel, labor, supervision, management oversight, supplies, equipment, and materials required to apply pesticides for the control of ALB, in accordance with this performance work statement (PWS) and contract. Contract prices shall include all costs associated with the performance of all work ordered against this contract for the control of ALB in the State of New Jersey, including but not limited to furnishing and transporting personnel and equipment, materials (including insecticides) necessary to chemically treat trees on public and private property, insurance, licenses, permits, fees, tolls, general and administrative, and other such costs required to perform the services specified herein.
2. The Contractor shall comply with local, State, and Federal laws for the application of chemical treatments, storage and disposal of pesticide, pesticide containers, and pesticide reporting requirements.
3. Performance shall focus on quality with the objective of maximum efficiency and use of resources so that all injection treatments are completed by May 30, 2003.
4. An approved quality control inspection system, employee accountability, and a full 8 hour work day are mandatory for the control treatment days. Services shall be performed in a professional manner, as specified herein, and Contractor personnel shall display a positive image of USDA, APHIS and the State of New Jersey at all times by ensuring favorable public relations. Damage to host trees due to soil or trunk injection treatment

by the Contractor or their subcontractors shall be warranted for 1 year from the date of treatment, with the exception of trees that receive additional USDA ALB treatments by another Contractor within that one year period. Damaged trees shall be immediately removed, debris properly disposed of in compliance with ALB regulations, and replaced without additional cost to USDA, APHIS.

5. The Contractor shall designate a Project Manager and Field Supervisor(s) for the contract and define their respective roles, responsibilities, delegation of authority on the contract in their detailed work plan/quality control plan. These individuals, along with the certified pesticide applicators, shall be referred to as key personnel and are subject to the terms and conditions of the key personnel clause at Section H.4 of the contract.
6. The Project Manager and Field Supervisor(s) shall be present at the work site at all times work is being performed. They shall be available to the APHIS Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR) 24 hours a day by either cellular phone or pager, and maintain direct contact with their certified pesticide applicators during the period any work ordered by APHIS for treatment and control of ALB are satisfactorily completed. State of New Jersey guidelines regarding pesticide applicator supervision shall be followed.
7. Soil and trunk injection services to be furnished under this contract shall be ordered by issuance of a written work order by the Contracting Officer's Representative (COR) unless written delegation of authority for this purpose is delegated to the Contracting Officer's Technical Representative (COTR). Individual work orders will include specifics regarding treatment zones, locations of host trees, number of trees, estimated total dbh, treatment area maps, and other pertinent information.
8. The Contractor shall notify the public of treatment through the distribution of door hangers to every property located within the treatment area. Public notification via door hangers shall be completed within a 24 hour period from receipt of the work order. Treatments shall begin 48 hours after notification is completed. Reference section XVI for details.
9. The timeline begins upon receipt of a work order and ends upon acceptance of contract services by the COR for full compliance with the terms and conditions of this contract. The required completion date will be indicated on each order. The Project Manager or authorized designee is required to sign and date all work orders issued under the contract. In no event shall work ordered deviate from the terms specified herein and the requirements of this contract.
10. The Contractor shall maintain complete and accurate records as specified herein.

VII. CONTRACTOR QUALITY CONTROL

The Contractor shall develop and implement a pro-active quality control and inspections system that will ensure management oversight and supervision, training to employees (including subcontractor employees), and strive for error-free work, early problem detection and corrective actions, increased productivity and efficiency, and superior public relations.

VIII. RECORD KEEPING AND REPORTING

USDA will submit to the contractor a list of trees with addresses requiring treatment. ALB control treatments shall be documented by the Contractor and reports submitted daily to the USDA, APHIS COR or authorized COTR for all work orders issued under this contract no later than the start of the work day following the day the work was completed. Control treatments will not be allowed to begin until daily reporting requirements have been satisfied and the daily reports are approved by the COR or authorized COTR. Therefore, the Contractor shall ensure reports are complete, accurate and submitted timely.

The following information is required in the daily report:

Treated Tree Information:

Every treated tree shall be documented with the following information: House number, street, tree species, tree dbh, location in yard, method of application, chemical applied, amount of chemical applied, date and time of application, name of pesticide applicator and treatment area unique identification name and number. In addition, for soil injection trees include the number of treatment vehicle and soil injection wand identification number. At the end of each day, the Contractor Shall total the number of trees treated and the total dbh treated (in inches) by application method, area, and work order.

Trees Not Treated:

Every host tree not treated in the treatment area shall be documented with the following information: House number, Street, tree species, tree dbh, date and time of treatment attempt(s) and reason for not treating the host tree.

Meter Readings from the Soil Injection Wands:

The Contractor shall submit daily meter readings from each soil injection wand used. The lifetime reading on the soil injection wand's meter is to be recorded at the start of the day's treatment and again upon finishing the day's work. This meter reading will be compared to inches of tree treated to ensure proper treatment. The identification number specific to each wand shall be recorded and reported. Any changing of wands must be approved by USDA, APHIS COTR prior to use. Failure to obtain pre-approval of a soil injection wand is considered Contractor negligence and will result in non-payment for each host tree treated with the unapproved soil injection wand. Non-payment may be prevented through proactive and effective quality control measures.

Volume of Imicide Applied via Trunk Injection:

The Contractor shall report the volume of Imicide applied per work order area by each licensed and certified pesticide applicator.

New Jersey Department of Environmental Protection (NJDEP) Reporting Requirements:

The Contractor shall be in compliance with NJDEP reporting requirements for all application work performed under this contract.

IX. TIMELINE FOR COMPLETION OF WORK ORDERED

The timeline for work ordered under this contract shall begin upon receipt of a work order issued by the COR, or authorized COTR, and shall be completed by the completion date shown on individual work orders. The Contractor's Project Manager, or designated Field Supervisor, shall meet with the COR, or designated COTR regularly to prioritize and forecast scheduling of treatment zones and work orders. The timeline shall include all activities as specified herein, including but not limited to public notification, soil or trunk injection control treatments for all host trees identified on the work order, record keeping, etc. In no event shall the work order completion date (or timeline for completion) deviate from the allocated times specified herein for public notification and soil or trunk injection control treatments. Refer to Section I for contract terms and conditions on ordering, order limitations, and requirements contracts

The following table represents the USDA, APHIS average daily expectations of the number of trees the contract the Contractor would have to provide satisfactory control treatments to complete the work order by the completion date. Public notification through the distribution of door hangers to every property located within the treatment area shall be completed within 24 hours after receipt of the work order by the Contractor. The Contractor shall notify USDA in writing of the time and date that public notification is completed. Treatments shall start 48 hours after the completion of public notification. The Contractor will not be paid for any trees treated prior to the 48 hour lapse period.

Failure to complete the work order by the completion date without excusable delay will result in penalties as authorized under this contract.

Contract Area	Soil Injection	Trunk Injection
Jersey City/Hoboken	250 trees/day	60 trees/day

X. CONTRACT WORK HOURS

All treatments shall be scheduled for Monday through Friday. Work on Saturday may be required in order to access properties with no access during the weekdays. Work hours can be as early as 0700 but no later than 1800. An 8 hour work day is required for the control treatment days. Overtime or work on Sunday and Federal holidays is not required. However, when

considered by the COR to be in the best interest of the USDA, APHIS in attaining Spring 2003 control treatment goals, the CO may approve Contractor requests to extend work day(s) up to a maximum of 12 hours per day, or work on Sunday or on Federal holidays on a situational basis.

The extension of a work order completion date shall only be considered if it was due to an excusable delay. For the purpose of this contract, excusable delay is defined as being caused by (1) acts of God or the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure or inability to perform must be beyond the control and without the fault or negligence of the Contractor. Excusable delays shall be referred through the COR, or authorized COTR, to the CO for consideration and approval. Refer to FAR 52.249-14 in Section I of this contract for complete contract terms and conditions with regard to excusable delay.

XI. POST AWARD PREPARATION

Post award preparation shall be completed before ALB control treatments can be started. These formalities, include but are not limited to, employee identification and uniforms, marking of vehicles, inspection and calibration of equipment, USDA, APHIS checks and inputs, recording of soil injection wand serial numbers, etc. USDA reserves the right to require additional calibrations, checks and inputs as required during the period of performance. Post award preparation shall be completed within 4 days following the post award conference; prior to the issuance of the first work order.

XII. CONTRACTOR EMPLOYEE IDENTIFICATION REQUIREMENTS

The Contractor shall require each employee (including subcontractor employees) to visually display a photographic identification badge. The badge placement on each person will be consistent and it will be readily visible to another individual. The badge shall be worn at all times during working hours. The badge shall display the Contractor's company name and phone number, "Asian Longhorned Beetle Treatment Project", and the employee's full name.

The Contractor shall also require all employees, as well as subcontractors, to wear a uniform clearly identifying them as working for the Contractor. The uniform shall be readily visible at all times to another individual. All employees working on this contract shall portray a positive image (in dress, mannerism, actions, and speech). Uniforms and ID Badges will be approved by USDA during post award preparation.

XIII. MARKING OF VEHICLES

The contractor will have 2 signs secured to every vehicle used during the performance of this contract. Signs will be clearly legible at 20 ft, with green lettering on a white background to read as follows:

ASIAN LONGHORNED BEETLE COOPERATIVE ERADICATION PROGRAM

USDA, ANIMAL AND PLANT HEALTH INSPECTION SERVICE
NEW JERSEY DEPARTMENT OF AGRICULTURE
1-800-BEETLE1

The Contractor name, address and telephone number shall be legibly printed on both vehicle doors. Signs will be of professional quality.

XIV. CONDITION OF EQUIPMENT

The Contractor shall report with equipment in good working order. If equipment malfunctions during operation, the Contractor shall provide operational replacement equipment to the treatment site within 2 hours of receiving notification of equipment malfunction.

XV. NOTIFICATION OF THE PUBLIC PRIOR TO TREATMENT

USDA Notification Requirements:

The Contractor shall notify all residents and businesses in the treatment areas via door hanger provided by USDA, APHIS. All properties within the treatment area shall be notified by door hanger of potential treatment regardless of the host status of the property. The door hangers will be provided by the USDA, APHIS with each work order. In addition to public notification via door hangers, the Contractor shall notify all local government officials, hospitals, police, schools, etc. within the treatment area covered by the work order.

All USDA notification requirements shall be completed within 24 hours of receipt of the work order. The Contractor shall notify the COR, or designated COTR, in writing immediately upon completion of the door hanger distribution and treatment notification required by a work order specifying the date and time of completion.

Control treatments shall not start until a minimum 48 hours has elapsed from the completion of door hanger distribution (notification) to all residents and businesses in the treatment areas. The Contractor will not be paid for any trees treated prior to the 48 hour lapse period.

New Jersey Department of Environmental Protection Notification Requirements:

1. In addition to the USDA door hanger notification requirements, the contractor must comply with the New Jersey Department of Environmental Protection (NJDEP) notification requirements (Subchapter 9: Pesticide Exposure Management: Section 7:30-9.10(b)) for community or area wide treatment applications. Under this requirement, newspaper notices of the treatment application must be made (one legal ad, plus one display ad in two separate widely read area newspapers). The contractor shall supply USDA with a copy of the newspaper ads showing the date of publication. Treatment application is not authorized by USDA until this requirement is met.
2. NJDEP regulation also requires the Contractor to follow the notification requirements for turf or ornamental applications: Subchapter 9: Pesticide Exposure Management: as detailed in Section 7:30-9.13 (b)2. and 7:30-9.13 (c)2. and 7:30-9.13 (e)7. Under this notification requirement, a copy of a "consumer information notice" will be given to all

properties whose trees will be treated. The contractor shall certify to USDA in writing that this notification requirement was met for all properties listed under each work order. The contractor will not be paid for any trees treated prior to USDA's receipt of the written certification.

3. Information packets must be distributed to each town within the treatment area as per 7:30-9.10 (e). USDA will comply with this requirement.

The Contractor shall be responsible for contacting NJDEP for details of pesticide notification requirements and shall comply with all NJDEP requirements for pesticide treatment in New Jersey.

Questions About the ALB Program Received From the Public:

Do not attempt to answer questions received from the public. All questions received from the public shall be directed to USDA, APHIS personnel. Literature on ALB is available and will be provided to the Contractor for distribution to members of the public interested in the ALB and the USDA, APHIS control treatment program.

XVI. TREATMENT PROTOCOL

The Contractor shall apply a systemic insecticide, Imidacloprid, via soil injection or trunk injection, to all host trees within the treatment area(s) designated on work orders issued under this contract for the control of ALB. Treatment applications to host species trees shall be performed in an organized method that ensures treatment of 100% of host material, both public and private. The Contractor shall ensure 100% treatment of host material within each city block before proceeding to another city block.

USDA shall provide a list of host trees within treatment areas, area maps and door hangers with each work order issued under the contract. Treatment sites include, but are not limited to, street trees, private property, medians, alleys, park district trees, and public schools. The Contractor is responsible for treating all host trees within the treatment areas. Soil injection will be applied only to the host trees meeting the criteria for treatment via soil injection. Trees which are questionable to be treated via soil injection will be identified by the Contractor and referred to the COR or COTR for determination for the proper treatment method (soil or trunk injection) to be applied. Trees which cannot receive soil injection treatment will be recorded on the daily record sheet as "Trunk Injection Required". The Contractor shall ensure that all hosts trees requiring trunk injection are treated.

It is the Contractor's responsibility to provide applicators with training to identify ALB host trees. Failure to demonstrate ability in identification of ALB host trees to USDA satisfaction will be referred to the CO and may result in removal of the applicator from list of authorized and approved contractor personnel.

Certified pesticide applicators shall wear required safety equipment as required by Federal, state, and local laws, regulations and statutes. Any failure to comply with appropriate regulations

observed by USDA, APHIS personnel will result in an immediate work stoppage of all treatments until the infraction has been remedied.

Contractor personnel shall physically measure the diameter at breast height (dbh) of all host trees immediately prior to treatment and the proper amount of chemical will be applied in accordance with the contract. Visual estimates or guesses will not be accepted from either contractor or USDA. Injections will be monitored by USDA personnel.

USDA COR or COTR will visit any “no access” trees. If USDA COR or COTR deems property inaccessible, tree will be considered untreatable, not missed. USDA is to be notified immediately by Contractor of any no access trees. USDA determination is final.

The Contractor shall ensure that soil injection treatments will not result in contamination of groundwater or a water body. Trees located in such an area will not be treated via soil injection. These trees will be identified on the daily report as “trunk injection required.”

An easily identifiable, non permanent mark shall be place by the Contractor on every treated tree (i.e. Chalk) once treatment has been applied. The mark will only be placed once a tree has been treated. Placing marks on trees ahead of treatment is prohibited. Marks shall be placed on the street side of parkway trees and on a side easily seen from the point of access for private property trees approximately 4 feet above soil line. Marks on signs and placards attached to trees are unacceptable. Marking apparatus shall consist of equipment similar to Forestry Suppliers chalk tree markers and must be approved by USDA, APHIS.

XVII. SOIL INJECTION – APPROVED FORMULATION, APPLICATION METHOD AND RATE OF APPLICATION

The Contractor shall apply a systemic insecticide, Imidicloprid, to control ALB, using soil injections to deliver the pesticide.

Approved Formulations:

Merit 75WP (EPA Registration No. 3125-421) and Merit 2 (EPA Registration No. 3125-418) and Merit 75WSP (EPA Registration No. 3125-439).

Application rate:

Merit 75WP and Merit75WSP:

1.89 grams of Merit in 0.5 gallon of water per inch of tree dbh. One injection hole per 1 inch of dbh.

Merit 2:

0.2 fl.oz. of formulation in 1 quart of water per inch of tree dbh. One injection hole per 1 inch of dbh.

Soil Injection Technique:

The grid or circle injection hole pattern shall be used as per industry standards and practices and label directions. Soil injection may be used if up to three quarters of the injection area is restricted by paving, sidewalks, etc. (Refer to Figure 1 and 2 in Section J as a reference for circle injection hole pattern.)

Merit performs best when placed precisely in contact with fine roots. For either injection method, apply the chemical to a depth of 6 to 12 inches. In certain soil types or where compaction has occurred, application of ½ gallon of Merit 75WP or Merit 75WSP, or 1 quart of Merit 2 per hole may result in treatment mixture bubbling up to the surface and, thus, increased exposure to the public and environment. When this occurs, the applicator can apply ½ the volume of mixture per hole and double the number of holes per inch of dbh. Other options are applying deeper injections, up to 12 inches may be required, or the applicator should try moving the injection hole one foot in any direction of the original site to apply the rest of the dose to that hole.

Determination of Soil Injection Holes and Circles

DBH	HOLES	HOLES	INNER CIRCLE RADIUS*	HOLES	2ND CIRCLE RADIUS*	HOLES	3RD CIRCLE RADIUS*	HOLES	4TH CIRCLE RADIUS*
4	4	4	14	na	na	na	na	na	na
6	6	4	15	2	38	na	na	na	na
8	8	4	16	4	40	na	na	na	na
10	10	4	17	6	41	na	na	na	na
12	12	4	18	8	42	na	na	na	na
14	14	4	19	9	43	1	67	na	na
16	16	4	20	9	44	3	68	na	na
18	18	5	21	9	45	4	69	na	na
20	20	5	22	10	46	5	70	na	na
22	22	5	23	10	47	7	71	na	na
24	24	5	24	10	48	9	72	na	na
26	26	5	25	10	49	11	73	na	na
28	28	5	26	10	50	13	74	na	na
30	30	5	27	11	51	14	75	na	na
32	32	5	28	11	52	16	76	na	na
34	34	5	29	11	53	16	77	2	101
36	36	5	30	11	54	16	78	4	102
38	38	5	31	12	55	17	79	4	103
40	40	5	32	12	56	17	80	6	104

* Radius of circle measured from the center of the trunk in inches.

Application equipment:

A power soil injector using 75-150 psi will be used. Constant agitation must be maintained during mixing and application. Screens will be removed from the system to prevent clogging. A flow meter at the control valve on the injector probe is required to ensure an accurate dosage rate.

The injector tip should have a minimum of four opposing ports. An adequate means of calibrating the equipment must be provided. Prior to treatments, power equipment will be calibrated with water to determine proper delivery of the amount of material needed per hole. To maintain uniform application of the proper amount of treatment mixture, the contractor must periodically clear the wand's vent holes.

Mixing of Chemical:

The mixing of Merit and water shall be monitored by USDA personnel. The entire process of filling the truck tanks, from the opening of chemical packages to the filling of tanks with water and chemical, will be inspected. The timing of chemical mixing will be mutually agreed upon by both USDA and contractor. Merit has been shown to have insignificant degradation over long periods of time when kept sheltered from ultraviolet light. Therefore, chemical mixing may occur at the end of the treatment day and left overnight in preparation for the successive day's treatment. However, any chemical mix left in tanks at the end of the treatment day must be evacuated before new chemical mixes are added. The monitoring and mixing of chemical may occur no more than 48 hours prior to treatment. Chemical may be stored for a maximum of 48 hours prior to treatment providing that contractor agitates the tank mix to completely re-suspend the mix once daily on off treatment days and at least 15 minutes before any treatment application. The mix must be completely re-suspended before treatment application. All tanks used for ALB treatments will be triple rinsed prior to use in the ALB treatment application. If a tank is used for any other treatment application outside of this contract, then the tank will be triple rinsed prior to use again in the ALB treatment application. The Contractor shall notify USDA if tanks are used for other applications outside of the USDA contract during the performance of this contract.

Calibration of Injection Wands:

Calibration will consist of ½ gallon of chemical being dispensed into a suitable container. The injection wand's meter reading will be recorded. The liquid will be poured into a graduated cylinder with visible markings. The liquid's meniscus should be at the 64 ounce mark for a wand reading of .50. Acceptable readings are from 61 ounces to 67 ounces (+/- 5%). A liquid level below or above these marks is unacceptable. Liquid level within this range will define the injection wand as calibrated. Extreme pump pressure may cause foaming of the chemical and result in a wand failing the calibration procedure. This should be taken into consideration and pump pressure adjusted if foaming occurs and causes a wand to fail calibration.

Sufficient soil injection wands will be provided by the contractor for calibration to ensure enough equipment is available to continue treatment in the event of wand malfunction. Reserve soil injection wands will also be calibrated. Reserve wands may be stored at contractor's facility for possible use in future work. All injection wands, including reserve wands, will be calibrated before the initial start of contract work.

XVIII. SAFEGUARDING SOIL INJECTION TREATMENTS

The Contractor is responsible for safeguarding the treatment area during the treatment process, safeguarding the chemical at all times, and applying the chemical in accordance with label directions in order to eliminate exposure of people, pets, wildlife and the environment. Each applicator must carry a copy of all the required labels and MSDS for each pesticide applied under this contract and a pesticide application license in conjunction with New Jersey Department of Environmental Protection pesticide laws.

The Contractor must provide adequate personnel and supervision to ensure that work performed under this contract is completed with maximum safeguard protections in place.

XIX. TRUNK INJECTION WITH MAUGET CAPSULES

The Contractor will apply a systemic insecticide, Imidacloprid, to control ALB, using Mauget trunk injections to deliver the pesticide. The contractor will use Imicide capsules with the Mauget trunk micro-injection system to treat trees. The 4 ml capsule will contain a 10% formulation of Imidacloprid and will be applied at a rate of 1 capsule per 2 inches of dbh. The number of Mauget capsules to use per tree is determined by dividing the tree dbh by two. A tree with a dbh of 20 inches would require 10 Mauget capsules. Trees measuring an odd number dbh shall be rounded up to the next even number. Capsules must be left in trees for 4 hours. Capsules may be removed before 4 hours if said capsule is completely empty of product.

The Contractor is required to follow the label directions for the application of the Mauget capsules.

All Contractor applicators who apply Mauget trunk injections must be certified by the Mauget Company as qualified to inject trees. The Contractor must supply written documentation for each applicator showing this certification. Lack of written certification will preclude an applicator from participation in this contract's treatments.

The Contractor shall flag all treated trees with caution tape at least 1.5 inches wide. This flagging will be marked with the earliest time acceptable for capsule removal. Minimum time is defined as 4 hours from the time the last capsule is applied to the tree. Capsules may be removed before the 4 hour minimum if empty. Capsules must be disposed of according to the State of New Jersey Department of Environment Protection requirements.

APHIS requires all Mauget trunk injection treatments to be completed by 2:00 P.M. to ensure the 4 hour injection time is met before dark. Mauget capsules must be completely removed from all treated trees by 6:00 P.M. daily.

XX. SAFEGUARDING MAUGET CAPSULES

The Contractor is responsible for safeguarding the Mauget trunk injection units during treatment, watching or guarding treated trees at all times while the injectors are on the trees, removing the injectors, and properly disposing of injectors. Each applicator must carry a copy of the label and MSDS for Mauget Imicide, pesticide application license in conjunction with New Jersey

Department of Environmental Protection pesticide laws, and certification of completion of Mauguet trunk injection treatment training.

The number of persons required to safeguard trees within the contract area will vary dependent on the location of the trees and their potential exposure to the public - people, children, pets, etc. In general, a safeguarder may be detailed to guard up to 10 trees each. All the trees under treatment must be in direct line of sight of the safeguarder and not exceed a 100 foot radius from the safeguarder. A safeguarder could potentially watch only 1 tree during the time the injectors are on the tree if all the parameters for safely guarding a tree are not met. Exceptions for a safeguarder to watch more trees may be made for forested areas or restricted access areas. Exceptions must be approved by the USDA, APHIS COR/COTR.

In the Jersey City/Hoboken treatment area the majority of the trees will be treated by soil injection. Approximately 102 trees are identified to be treated by trunk injection. Most of these trees are widely spaced throughout the treatment area.

The Contractor shall provide adequate personnel to ensure that all Mauguet injectors are not disturbed by the public or animals at all times when the injectors are attached to the trees. The contractor shall, at a minimum, ensure the following safeguarding requirements are met:

1. Quality control oversight of personnel.
2. Dedicated supervision of safeguarder personnel. One supervisor is required for every 20 safeguarders.
3. Training to safeguarders and ensuring their understanding of their duties and responsibilities.
4. Safeguarding personnel are wearing an approved uniform and displaying photo identification visible to another person at all times while working the contract.
5. Safeguarder personnel have 2 forms of identification; one from their original employer and one from the Contractor which identifies the person to the ALB Treatment Program.
6. Safeguarding personnel are not occupying porches, decks, patio furniture, or other private property while performing duties.
7. Safeguarders properly dressed and prepared to work in all weather conditions.
8. As needed rest breaks are provided for safeguarders while still maintaining vigilance regarding injectors. The contractor shall visit each safeguarder on an hourly basis.
9. Safeguarders are instructed and know to direct all questions regarding treatments to USDA personnel.
10. Safeguarders display a positive image of the US government, USDA, APHIS, State of New Jersey at all times.

Safeguarders failing to properly monitor injections (i.e. sleeping, away from post, etc) will be immediately removed from the project and may not be used by the Contractor. The Project manager will be notified promptly of the incident and will be required to immediately replace the safeguarder.

Adjustments regarding the placement of safeguarders may be made upon mutual agreement between the Contractor and the USDA, PHIS COR/COTR.

XXI. PRECAUTIONS / PUBLIC RELATIONS

All work will be performed in a professional manner, in accordance with the most recent revision of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-1995, published by the American National Standards Institute, and applicable Occupational Safety and Health Administration regulations. Precautions will be taken against injury to all contractor /subcontractor persons, the public, and property. Work will be completed without inconvenience or disruption to the general public and property owners. All work sites will be restored to original condition.

It is essential for all employees of the contractor and subcontractor to display a positive image of USDA by ensuring that their employees maintain favorable relations with the public. All personnel must be courteous in their dealings with property owners. The contractor will perform all work with due care, taking precautions against injury to persons, animals, or property. The contractor will make every effort to minimize interference with vehicular and pedestrian traffic. The contractor will protect against damage to any existing trees, plants, grass, vegetation, or other exterior fixtures. The contractor will restore to the condition existing prior to treatment operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc., that were damaged, dirtied, altered or displaced by treatment work. The contractor must be able to resolve employee conflict and other personal matters in a timely fashion.

XXII. CONTRACTOR QUALIFICATION REQUIREMENTS

The Contractor shall meet the following minimum qualification and equipment requirements:

Minimum Skills and Experience

1. A valid pesticide applicator's license for the State of New Jersey.
2. All licenses, registrations, and permits required by the States of New Jersey to apply pesticides to soil, trees, etc.
3. Bonded and insured at the minimum levels established by the State of New Jersey, or by the Federal Acquisition Regulation (FAR), whichever is higher. The minimum insurance levels of the FAR are contained elsewhere in this prospectus.
4. Minimum 5 years of arboriculture experience.
5. Prior commercial contracts in application of soil injection and/ or trunk injection treatments for trees and /or trunk injection treatments within the last 4 years (1999-2002) is required. Documentation will be provided to USDA demonstrating the size, scope, and success of prior soil injection tree treatments and /or trunk injection treatment contracts from this 4 year period.
6. At least one full time arborist certified by the International Society of Arboriculture, employed on a full time basis, and dedicated to work on site for the duration of the contract.

7. Applicators must be skilled in identification of ALB host material.
8. Personnel must be trained and certified in writing by the J.J. Mauget Company for the application of Mauget trunk micro injection treatments.

XXIII. FAILURE TO PERFORM

Chemical treatment of host trees protects trees from becoming infested with ALB. Failure to properly treat 100% of the host trees within the USDA designated treatment areas provides host material for ALB populations to continue to survive and the time line for the eradication program to be extended by at least one additional year. Each year extended for the program requires additional resources applied toward survey, control, and regulatory activities and increases the potential for failing to eradicate this exotic insect from the United States.

It is the contractor's responsibility to ensure that treatments are completed accurately (treatments are applied in accordance with label and contract requirements), timely (treatments are completed by the dates of the work orders and contract), completely (100% of the host trees will be treated) and of good quality. Failure to complete treatments as per contract requirements may result in penalties.

XXIV. CONTRACTOR PERFORMANCE STANDARDS

Contractor performance will be monitored throughout the effective period of the contract. The contractor will be measured based on the following criteria:

Performance Requirement	Performance Standard	Maximum Error Rate or Performance Requirement	Method of Surveillance
Accurate and thorough treatment application.	100% of all host trees shall be treated accurately as specified per work order.	Zero Tolerance	Review of work reports and monitoring by USDA personnel
Timely completion of work orders	Parameters of work order must be followed. All work identified under each work order shall be completed on or before the completion date of the work order.	Contractor shall not be late on more than 2 work orders issued per contract.	100% inspection by USDA
Notification of treatments to the property owners, residents, businesses , and local officials located within the	100% of all properties will be notified of treatments a minimum of 48 hours prior to treatment start as designated per work	1% error rate per work order.	USDA monitoring

treatment area	order. Contractor shall provide written documentation to USDA declaring time and date of treatment notification completion.		
Public Relations	Work must be completed without inconvenience or disruptions to general public and property	No more than 2 instances of disruption or inconvenience	Complaints received and USDA monitoring
	Work sites must be restored to original condition upon completion of treatments	Zero tolerance	Complaints received and USDA monitoring
	Property damage is dealt with promptly. USDA notified immediately of damage. Insurance claim filed within 24 hours of incident.	Zero tolerance	Complaints received and USDA monitoring
	Employees are courteous and considerate to general public and property owners	No more than one instance	Complaints received and USDA monitoring
Adherence to safety requirements directed by Federal or State Laws as well as specific pesticide label	Must comply with all safety regulations that pertain to the work performed and the specific label requirements	Zero Tolerance	100% inspection by USDA

XXV. USDA QUALITY ASSURANCE

According to the Inspection of Services clause, FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (Aug. 1996), located in Section E. of this contract, the Government will evaluate the contractor's performance under any work order issued under this contract for treatment of ALB. For those tasks identified in the Contractor performance standards of this PWS, the COR, COTR, or other designated representative of APHIS will follow the methods of surveillance specified herein. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR, COTR, or designated APHIS representative will require the Contractor's project manager, or representative on site, to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance. Government surveillance of tasks not listed in the contractor performance standards

of this PWS (such as provided for by the Inspection of Services clause) may occur during performance period of contracts awarded under this prospectus. Such surveillance will be done according to standard inspection procedures, or other contract provisions. Any action taken by the contracting officer, as a result of surveillance, will be in accordance with the terms of this contract.

When an observation indicates defective performance, the Contractor shall immediately incorporate corrective actions into their quality control system, provide training to the employee responsible for the defective performance, and or replace the employee. Refer to Section H for terms and conditions applicable to replacing key personnel.

XXVI. CONTRACTOR LIABILITY

The Contractor is liable for any damages, losses, or injuries to people, property, or animals which occur directly or indirectly from work performed by the Contractor and their subcontractor's under this contract. The Contractor shall have and maintain insurance at the minimum levels specified herein throughout the effective period of performance of the contract. A certificate of insurance shall be provided by the insurance company demonstrating proper insurance coverage for the contract and properly endorsed with USDA, APHIS as the certificate holder.

The Contractor shall immediately notify USDA COR, Contracting Officer of any damage, loss, or injury occurring during the effective period of performance of the contract. Each instance shall require an insurance claim, when in the judgement of the COR, corrective action can not be completed within 48 hours of the occurrence to the satisfaction of the COR and property owner or injured party. When in the judgement of the COR, an insurance company claim is to be filed, the Contractor shall file the claim within 24 hours of notification to file an insurance claim is received from the COR. Corrective action shall be completed within 2 weeks thereafter unless an extension of time is authorized by the COR and is acceptable to the property owner or injured party. The Contractor, or the Contractor's insurance company, shall provide a written notice to the COR explaining the corrective action and showing the property owner or injured parties acceptance of the corrective action taken. The notification shall be on letterhead and include the Contractor's policy number, claim number, Contractor's name and address, contract number, work order number, location, claimant's name and address, brief description of loss, damage, or injury, date of occurrence, corrective action taken, and acceptance by the property owner or injured party.

XXVII. ATTACHMENTS TO PERFORMANCE WORK STATEMENT (PWS)/SPECIFICATIONS

The attachments to the PWS listed in Section J are hereby made a part of this solicitation and any resultant contract.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE
(AUG 1996)**

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.242-15 STOP-WORK ORDER (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer

F.1 (Continued)

shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through September 30, 2003, unless reduced or extended as prescribed by other terms and conditions herein.

SECTION G - CONTRACT ADMINISTRATION DATA

R 75;&W

G.1 APPOINTMENT OF A CONTRACTING OFFICER'S REPRESENTATIVE AND TECHNICAL REPRESENTATIVE'S

The Contracting Officer (CO) is the only person with expressed authority to enter into, administer and/or terminate contracts and make related determinations and findings on behalf of the Government. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government without the advance approval of the CO for any work not expressly written into this contract.

The CO, acting within his/her authority, will designate individual representatives at time of award, with limited authority via a written delegation of authority. The representatives will be a Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative's (COTR) as determined necessary by the CO. The limitations of their delegations of authority follows.

The COR is the local authority for the Asian Longhorn Beetle (ALB) project and primary representative of the CO for this contract. The authority delegated to the COR is limited to prioritizing and scheduling control treatments, issuing work orders, quality assurance and surveillance, and monitoring Contractor performance for strict compliance with quality, productivity and performance standards as written in the contract.

The COR shall promptly notify the CO of performance issues, disputes and disagreements with Contractor personnel that may occur during the performance of the contract. The Contractor shall do the same. Whenever, in the opinion of the Contractor, issues arise, or the COR requests effort outside the scope or not expressly written into the contract, the Contractor shall make every effort to resolve the issue with the COR. If the issue cannot be resolved, or the COR persists on performance perceived by the Contractor as being outside the scope of the contract or not expressly written into the contract, the Contractor shall promptly notify the CO by telephone of the situation and follow up by mailing a written confirmation of the telephone call to the CO with a copy to the COR.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO IS UNAUTHORIZED.

An exception will be considered by the Contracting Officer on a situational basis for additional work determined necessary by the COR after normal business hours (later than 5:00 P.M., Monday through Friday), on Saturday, Sunday or Holiday's, or when the CO is otherwise unavailable provided the additional work request is within the scope of the contract. If additional work is ordered by the COR, the Contractor AND the COR shall inform the Contracting Officer the following business

G.1 (Continued)

day of the circumstances, and request either a written modification of the work order or consideration for a contract modification.

The COR may designate one or more Contracting Officer's Technical Representative's (COTR) to assist him/her perform delegated COR responsibilities. Although the COTR is a representative of the CO, they will report directly to the COR. Their authority is limited to specific contract tasks delegated to the COR for this contract.

Recommended COTR appointments and tasks shall be reviewed and approved by the CO. Upon notification of approval of recommended COTR designees, the COR shall prepare a written delegation of authority for each COTR clearly explaining the COTR's role and responsibility for the contract and limitations of authority. A copy of all delegations of authority shall be mailed to the Contract representative signing the contract and the CO.

In no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is approved by CO.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at:

Date, time and location to be determined at time of award

H.2 AGAR 452.236-73 ARCHEOLOGICAL OR HISTORIC SITES (FEB 1988)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.3 AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

H.4 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Field Supervisors
Certified Pesticide Applicators

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the

H.4 (Continued)

occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.